

[Counsel listed on signature page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

IN RE: TELESCOPES ANTITRUST
LITIGATION

Case No. 5:20-cv-03639-EJD (consolidated)
Case No. 5:20-cv-03642-EJD (coordinated)

The Hon. Edward J. Davila

**STIPULATION REGARDING
DISCOVERY**

THIS DOCUMENT RELATES TO:

All actions

Trial Date: none set

1 WHEREAS, it is consistent with the Federal Rules of Civil Procedure and in the interests
2 of justice to adopt procedures to organize discovery and minimize burdens in the above-captioned
3 actions (“Actions”);

4 WHEREAS, Direct Purchaser Plaintiffs (“DPPs”), Indirect Purchaser Plaintiffs (“IPPs”)
5 (collectively, “Plaintiffs”), and Defendants have engaged in multiple conferences pursuant to
6 Federal Rule of Civil Procedure (“Rule”) 26(f); and

7 WHEREAS the parties have reached agreements regarding discovery, as set forth below;

8 THE PARTIES HEREBY STIPULATE AS FOLLOWS:

9 **A. Document Production and Rule 30(b)(6) Depositions re Jurisdictional**
10 **Discovery.**

11 1. Synta Canada shall complete any agreed production of documents responsive to the
12 Plaintiffs’ requests for production no later than March 26, 2021, or ten days prior to the deposition
13 of Synta Canada; if the Plaintiffs and Synta Canada have a dispute in this respect, the Plaintiffs will
14 have the option of postponing the deposition until the Court resolves it and the documents ordered
15 to be produced (if any) are produced; and

16 2. Synta Canada shall appear remotely for a Rule 30(b)(6) deposition to be taken by
17 the Plaintiffs concerning the topics noticed, starting at 9 a.m. Pacific Time on April 5, 2021 and
18 April 6, 2021. The deposition shall be limited to the jurisdictional issues raised in Synta Canada’s
19 motion to dismiss for lack of personal jurisdiction and supporting declaration.

20 **B. Translations**

21 1. The agreements set forth in this section shall apply to the jurisdictional depositions
22 of Jean Shen and Synta Canada and do not apply to any other depositions taken in these actions.

23 2. The noticing party shall be responsible for the cost of a translator. The defending
24 party may hire a check translator at its own expense.

25 3. The Parties shall use reasonable efforts at the deposition to resolve any objection to
26 any interpretation or translation in English for the record, and such efforts need not be translated
27 into Chinese. If the check interpreter disagrees with any portion of an interpretation, the check
28 interpreter’s requested correction shall be stated simply for the record. The role of any such check

1 interpreter shall be limited to disputes concerning the interpretation of deposition questions and
 2 testimony by the interpreter of record only. When a check interpreter proposes a correction, the
 3 interpreter of record need not respond, but may respond briefly to put on record his or her
 4 agreement or disagreement with the proposed correction.

5 4. Document translations shall bear the same Confidential or Highly Confidential
 6 designation as the original if such designation is in place as of the time that the translation is
 7 prepared. A translation should also share the same Bates and deposition exhibit numbers as the
 8 underlying document and should be followed with the letter “A” or another designation identifying
 9 it as a translated version of the document. Because languages occupy different amounts of space to
 10 say the same thing, it may be impractical for the translation to be paginated in the same way as the
 11 original. Parties should ensure the Bates numbers are located in the same location within the text as
 12 would be found in the underlying document (*e.g.*, the Bates number may physically fall in the
 13 middle of a page, rather than at the bottom). Unless otherwise agreed, document translations shall
 14 use the same Bates number as the original, followed by .01, .02, etc. for any additional pages
 15 required for the translated text. A translation may not contain independent notes that are not within
 16 the text of the original document (*e.g.*, notes from the translator or counsel). Emphasis in the
 17 translation (*e.g.*, bold, italics, underlined) must appear in the same form as in the original document.
 18 However, translator notations such as “original text is in English,” “original text is handwritten,” or
 19 “untranslatable symbol” may be included in brackets.

20 5. Objections to certified translations shall be preserved for resolution at a later date.

21 **C. Depositions Taken by Remote Means**

22 1. The agreements set forth in this section shall apply to the jurisdictional depositions
 23 of Jean Shen and Synta Canada and do not apply to any other depositions taken in these actions.

24 2. If the witness has anyone in the room while testifying, the witness will identify for
 25 the record anyone who is present. No individual, including any attending attorneys, any witnesses,
 26 and any other person, shall communicate with the witness via outside means, including, but not
 27 limited to, handwritten note, electronic message, text message, or voice call, while the witness is
 28 giving deposition testimony on the record, regardless of whether or not a question is then pending

1 before the witness. Similarly, no witness shall communicate with any other person while testifying,
2 including by the above-mentioned means. This provision does not prohibit the witness from
3 communicating with counsel before the deposition, during breaks, or after the deposition, when the
4 witness is not providing testimony on the record, or regarding questions of privilege, in accordance
5 with and to the extent permitted by the Federal Rules.

6 3. Apart from the technology needed to participate in the remote deposition, as set
7 forth above, the witness shall not use any technology, including, but not limited to, a computer,
8 personal tablet, smartphone or smartphone extension (such as a smart-watch), during the time he or
9 she is giving deposition testimony on the record. This provision does not prohibit the witness from
10 using such technology – or any other means – to communicate with his or her counsel before the
11 deposition, during breaks, or after the deposition, when the witness is not providing testimony on
12 the record, or regarding questions of privilege, in accordance with and to the extent permitted by
13 the Federal Rules.

14 4. The designated deposition service provider shall provide access to the remote
15 deposition to the witness and all attorneys participating in the deposition, including, as requested,
16 counsel of record, in-house counsel, and corporate representatives (“Participants”). The link to
17 access the deposition cannot be forwarded to anyone other than individuals who are employed by
18 the Participants for purposes of assisting with the deposition. Except during breaks or consultation
19 with counsel, the witness, the witness’s defending counsel, and the noticing party’s counsel shall be
20 visible by live video to all other participants while the deposition is in session. However, only the
21 witness will be recorded. All other participants or observers need not be visible by live video, but
22 shall be announced upon joining the deposition.

23 5. Time will be counted on the record in the same manner as it would be counted for
24 an in-person deposition, as long as the witness, the witness’s counsel defending the deposition, the
25 noticing party’s counsel taking the deposition, the videographer, and the court reporter are “on the
26 record” and connected through the video-conferencing platform, and notwithstanding any
27 intermittent connectivity issues that other participants may experience during the deposition. If any
28 participant experiences connectivity issues, they shall notify the other participants to the extent

feasible (e.g., through the audio conference line set up for the deposition or by email), and that will be noted on the record.

6. Deposition breaks shall not be recorded and all videoconference and telephone lines shall be muted during deposition breaks.

7. The Parties agree that any or a combination of the following methods for administering exhibits may be employed during a remote deposition: mailing of physical copies, screen share, e-mail, or fileshare system.

D. Departing Employee Lists

Plaintiffs may establish “employee/officer lists” of no more than a total of 25 custodians/witnesses for all the Celestron/Synta Defendants.¹ For each such identified custodian/witness, Defendants shall timely inform Plaintiffs in writing if they become aware that such person intends to leave, or does leave, his or her employment, to the extent reasonably possible. On Plaintiffs’ request, Defendants shall make that person available for deposition either before or after his or her departure, to the extent reasonably possible. Plaintiffs may make changes to their employee/officer lists on a quarterly basis.

Defendants may establish “employee/officer lists” of no more than a total of 25 custodians/witnesses for all the DPP Plaintiffs. For each such identified custodian/witness, DPPs shall timely inform Defendants in writing if they become aware that such person intends to leave, or does leave, his or her employment, to the extent reasonably possible. On Defendants’ request, DPPs shall make that person available for deposition either before or after his or her departure, to the extent reasonably possible. Defendants may make changes to their employee/officer lists on a quarterly basis.

¹ The Celestron/Synta Defendants refers to Defendants Celestron Acquisition, LLC, Suzhou Synta Optical Technology Co., Ltd., Nantong Schmidt Opto-Electrical Technology Co., Ltd., Synta Technology Corp., SW Technology Corp., Synta Canada International Enterprises Ltd., Olivon Manufacturing Group, Ltd., Olivon USA, and Pacific Telescope Corp.

1 **E. Email Service**

2 The parties agree that all documents may be served by e-mail and have exchanged
3 applicable e-mail addresses. Rule 6(d), which would allow parties to have three additional days to
4 act after being served by email, shall not apply.

5 **F. Modification of Limits**

6 1. Any of the provisions and limits set forth in sections A through F above may be
7 modified by agreement of the parties affected or by the Court for good cause shown.

8 2. To the extent that any party contends that the time limit provided in Rule 30(d)(1),
9 namely that an individual fact deposition is limited to one day of seven hours, or the time provided
10 for deposition as modified by this stipulation is insufficient to adequately complete a particular
11 deposition, counsel for the party and counsel for the witness shall, prior to any relief being sought
12 from the Court, meet and confer to attempt to reach agreement.

13 3. This stipulation does not limit any party's right to object to or seek a protective
14 order with respect to any deposition.

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16 Dated: March 24, 2021

Respectfully Submitted,

/s/ Adam J. Zapala

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16 *SW Technology Corp., Corey Lee, David Anderson,*
17 *and Joseph Lupica*

18 **ATTORNEY ATTESTATION**

19 I, Lin Chan, am the ECF User whose ID and password are being used to file this
20 document. In compliance with Civil L.R. 5-1(i)(3), I hereby attest that all counsel have concurred
21 in this filing.

22 /s/ Lin Y. Chan
23 Lin Y. Chan
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